

MEMORANDUM

GOE

AGENDA ITEM NO. 5 (G)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 10, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Resolution Ratifying County
Manager's Action Executing
Amendment Number One
Contract C-13173 with the
South Florida Water
Management District

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution, which ratifies the County Manager's action in executing Amendment Number One to Agreement Number C-13173 with the South Florida Water Management District (the District). This Amendment provides for the inclusion of Phase II into previously agreed work on Phase I from a grant partially funded by the 2001/2002 Legislature General Appropriations Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 177A to support the development of Local (Flood) Mitigation Strategies (LMS) in Miami-Dade County. These funds are administered through the South Florida Water Management District and dispersed and managed at the local level towards the development of a stormwater management plan for that portion of unincorporated Central Miami-Dade County located within the C-2 and C-100 basins

BACKGROUND

On September 24, 2002, the Board of County Commissioners approved a resolution authorizing the County Manager to execute Agreement Number C-13173 with the District providing Miami-Dade County with \$500,000 for the County's Central Miami-Dade Watershed Planning Project, Stormwater Planning Component Phase I. The purpose of this amendment is for the inclusion of a stormwater modeling component (Phase II) to the Agreement that previously consisted of Phase I for the Central Miami-Dade Watershed Planning Project. It will also extend the term of the contract for an additional 10 months from October 15, 2003 to August 14, 2004. Phase I of this project involves the collection of hydrologic and infrastructure data needed for Phase II. Phase II comprises a stormwater modeling component with the ultimate goal of determining flood and water quality problem areas and provide recommendations to remediate those problems. On March 28, 2003, DERM received notice from the District that subject Agreement required execution within ten (10) business days of receipt or the subject Amendment would not have been heard by the District Board. This no-cost amendment to C-13173 requires no additional funding to be provided other than the original \$500,000 allotted under Resolution R-11016-02.

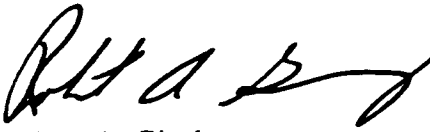


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER' S
ACTION IN EXECUTING AMENDMENT NUMBER ONE TO
AGREEMENT NUMBER C-13173 WITH THE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT FOR THE
CENTRAL MIAMI-DADE WATERSHED PLANNING
PROJECT, AND THE EXERCISE THE CANCELLATIONS
PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action in executing Amendment Number One to Agreement C-13173 with the South Florida Water Management District to provide the inclusion of Phase II to the previously agreed contract for Phase I, and to extend the term of the contract for an additional 10 months from October 15, 2003 to August 14, 2004 for the Central Miami-Dade Watershed Planning Project in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise the cancellation provisions contained therein.

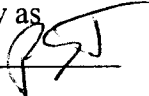
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

Amendment No 1 to Original Contract C-13173



ENVIRONMENTAL RESOURCES MANAGEMENT
WATER MANAGEMENT DIVISION

SUITE 200
33 S.W. 2nd AVENUE
MIAMI, FLORIDA 33130-1540
(305) 372-6529
FAX (305) 372-6459

April 2, 2003

Mr. Rupert Giroux
Contracts Specialist
Procurement Department
South Florida Water Management Division
3301 Gun Club Road
West Palm Beach, Florida 33416-4608

RE: Contract No. C-13173-A01

Dear Mr. Giroux:

Enclosed please find Contract No. C-1373-A01, Central Miami-Dade Watershed Planning Project, between the South Florida Water Management District and Miami-Dade County. This amendment has been executed by the County Manager. I look forward to having the agreement executed by the Governing Board of the District and await your notice of same.

Should you have any questions, please feel free to call me at (305) 372-6529.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Antonio Cotarelo'.

Antonio Cotarelo, P.E., Chief
Water Management Division

AC:BMM:bm

Enclosure

Cc: Jose Fuentes (with attachment)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

March 25, 2003

Mr. Antonio Cotarelo
Miami-Dade County
Dept. of Environmental Resources Mgmt
33 SW 2nd Ave
Miami, FL 331330

RECEIVED

MAR 28 2003

Water Management Division
DERM

Dear Mr. Cotarelo :

Subject: Contract No. C-13173-A01
Central Miami-Dade Watershed Planning Project

Enclosed are two (2) copies of the subject amendment, which need to be signed and dated by an individual having signature authority on behalf of your organization. Return the document stamped "Original" in blue ink to my attention.

Kindly return the executed documents within **ten (10) business days** of receipt. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-2532.

Sincerely,

Rupert Giroux
Contract Specialist
Procurement Department

/JM
Enclosure

c: w/ attachment
Jose Fuentes, 6820

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GOVERNING BOARD

Trudi K. Williams, P.E., *Chair*
Lennart E. Lindahl, P.E., *Vice-Chair*
Pamela Brooks-Thomas

Michael Collins
Hugh M. English
Gerardo B. Fernández

Patrick J. Gleason, Ph.D., P.G.
Nicolás J. Gutiérrez, Jr., Esq.
Harkley R. Thornton

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-13173-A01

AMENDMENT NO. 01

TO AGREEMENT NO. C- 13173

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

This **AMENDMENT NO. 01**, entered into on APR 29 2003, to that **AGREEMENT** dated August 15, 2002, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Miami-Dade County (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the Governing Board of the **DISTRICT**, at its April 10, 2003 meeting, approved entering into this **AMENDMENT NO. 01** with the **COUNTY**; and

WHEREAS, the parties wish to amend the **AGREEMENT** in order to extend the period of performance and amend the Statement of Work;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

- (i) The term of the **AGREEMENT** is hereby extended by Twenty-four (24) Months and the expiration date, as amended, is October 14, 2005. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the parties.
- (ii) This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
3. The Statement of Work is hereby revised by incorporating Exhibit "C1", attached hereto and made a part of this **AMENDMENT NO. 01**.

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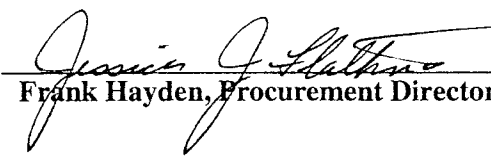


SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

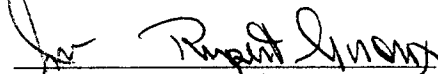
4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 01**.
5. The Project Manager for the **DISTRICT** is amended to be Elizabeth Abbott, located at Miami-Dade Regional Service Center, 172-A West Flagler Street, Miami, FL 33130, telephone number (305) 377-7274 ext. 7290.
6. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

By: 
for Frank Hayden, Procurement Director

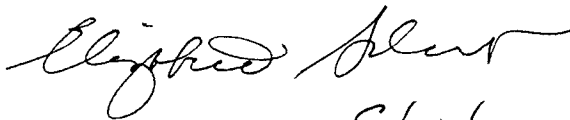
SFWMD PROCUREMENT APPROVED

By: 
Date: 3/20/03

MIAMI-DADE COUNTY

By: 

Title: STEVE SHIVER
for COUNTY MANAGER


Clerk

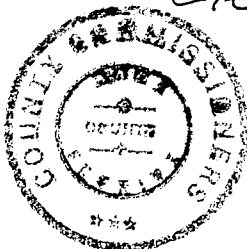


EXHIBIT "C1"
STATEMENT OF WORK
Central Miami-Dade Watershed Planning Project
Phase I: Stormwater Planning Component
Phase II: Hydrologic and Hydraulic Modeling,
Pollutant Loading Estimates

1.0 INTRODUCTION

Miami-Dade County's Department of Environmental Resource Management (DERM) Central Miami-Dade Watershed Planning Project is partially funded by the 2001/2002 Legislature General Appropriation Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 1747A to support the development of Local (Flood) Mitigation Strategies (LMS) in Miami-Dade County. These funds are administered through the South Florida Water Management District (District) and dispersed and managed at the local level.

Central Miami-Dade (C-100 and C2 Basins) are the drainage basins to be studied in the project. C-100 is listed as a priority area on page 17, and Figure 4 on page 18 of the November, 1995 Surface Water Improvement and Management Plan for Biscayne Bay (SWIM Plan). The SWIM Plan identified goals for Biscayne Bay including: "A. Maintain and improve water quality to protect and restore natural ecosystems and compatible human uses of Biscayne Bay; and B. Improve the quantity, distribution and timing of freshwater flows and circulation characteristics of Biscayne Bay as needed to protect and restore natural ecosystems." Also, Objective A.3 of the SWIM Plan calls for reducing contaminant loading from urban stormwater runoff, and Objective B.2 requires developing methodologies to enhance surface water flow to the Bay. Specifically, the C-100 watershed is considered a priority area with goals and objectives similar to those in this project, as described on pages 22 through 25 of the SWIM Plan.

This project, or Phase I, is an essential component in developing appropriate tools that will allow evaluation of the effects of varying land uses in South Dade and will help to establish the basis for comprehensive land use decisions.

Data collected include ground surface and ground water elevations, existing stormwater management infrastructure, soil characteristics, water quality data, and the ability of canals to convey stormwater and ground water table elevations. In Phase II future projects a computer model will be used to calculate flows and pollutant loads to downstream water bodies and analyze the timing and distribution of stormwater discharged through the watershed. This model will also be capable of comparing stormwater impacts associated with alternative future land use scenarios and identifying stormwater projects that will minimize the impacts.

Phase 2 of this project includes a computer simulation model to calculate flows and pollutant loading to downstream water bodies and to analyze the timing and distribution of stormwater discharged through the watershed. Improvements will be identified for

both existing land use conditions and land use conditions for the year 2015 as identified in the County's Comprehensive Master Plan.

This project, or Phase 2, is an essential component and the continuation of Phase 1 in the development of the integrated land use and water management plan. This effort involves evaluating different scenarios for accomplishing the Goals and Strategies of the SWIM Plan as well as providing a model for use in predicting land use change effects on water quantity and quality impacts to Biscayne Bay.

The Miami-Dade County Department of Environmental Resources Management (DERM) expedited the work associated with Phase I of this project and it has been completed. DERM is proceeding with Phase II of the plan's development. DERM requests that the scope of work of the agreement be amended to include a portion of Phase II of the project which is underway now. This will enable full utilization of the funds. This request is consistent with the intent of the Legislature's appropriation and provides an appropriate method for reimbursing funds expended by DERM to meet the project objectives and is in the best interest of the County's stakeholders.

Cooperative Agreement C-13173 was executed in August 2002 to perform Phase I, the Stormwater Planning Component, of the Watershed Planning Project. This amendment will extend the agreement duration and allow for reimbursement of Phase II of the project, Hydrologic/Hydraulic Modeling and Pollutant Loading Estimates.

2.0 OBJECTIVE

Phase I: To gather planning area information and infrastructure data and to create maps, which will be used in developing a stormwater management plan for that portion of unincorporated Dade County located within the C-100 and C-2 Basins, while recognizing inputs, throughputs, and outputs of the incorporated areas affecting all boundary areas of the study. The C-100 and C-2 Basins are connected through the SFWMD S-121 structure, which establishes a hydrologic link between the basins. In the future modeling effort (Phase II) these basins are intended to be modeled together to provide a more reliable model.

Phase II: To develop a stormwater management plan for that portion of unincorporated Miami-Dade County located within the C-100 and the C-2 Basins while recognizing inputs, throughputs, and outputs of the incorporated areas affecting all boundary areas of the study. This project will calculate pollutant loading into receiving water bodies, analyze the quantity distribution and timing of freshwater discharges to Biscayne Bay, identify pollutant loading reduction levels, canal conveyance capacities, and watershed management strategies. The project will allow evaluation of the effects of varying land uses that will help to establish the basis for comprehensive land use strategies.

3.0 SCOPE OF WORK

The County shall be responsible for the satisfactory completion of all work under this project, including general project administration functions, the completion of all tasks and timely review of draft work as set forth herein.

The County shall complete two tasks of this Phase I, Stormwater Planning Component, as follows:

Task A: Information gathering and mapping
Task B: Sub-basin delineation

The initial task provides for the gathering of planning area information and infrastructure data and mapping. Information will be provided for the C-100 and C-2 Basins. The final task for this project provides for the delineation of the planning area into a maximum of 120 sub-basins. All of the information generated in Phase I will be used in subsequent hydrologic and hydraulic modeling.

Quarterly reports will be submitted as contract deliverables throughout the project in order to assess progress.

4.0 WORK BREAKDOWN STRUCTURE

Phase I: Tasks A, data collection and B, sub-basin delineation, constitute Phase 1 of the project.

Task A: Information gathering and mapping of the C-100 and C-2 Basins:

Information for the planning area and infrastructure data will be gathered and mapped. All information and data will be provided to the District in an electronic format. The following information will be collected for the C-100 and C-2 Basins:

1. Stormwater management infrastructure information over Florida Power and Light (FPL) GIS layer maps, to include catch basin locations, pipe locations and known ground surface elevations.
2. Major conveyance system information (canal cross sections).
3. Culverts and bridges opening information, including cross-sectional geometry and elevations.
4. Land use data in AutoCad format.
5. Drainage data in AutoCad format
6. Rainfall data

7. Flow and stages data on the SFWMD control structures
8. Existing receiving water quality information
9. SFWMD data on the control structures, including operating rules and hydraulic capacity.
10. Location of State maintained roadways
11. Location of emergency evacuation routes.
12. Groundwater table elevations
13. Map and list of publicly owned open lands.
14. Summary report of citizen complaints.

Task B: Sub-Basin Delineation of the Planning Area:

This task provides for the delineation of the planning area into a maximum of 120 sub-basins. The sub-basin delineation will be used as a basis for the pollutant loading estimates as well as in subsequent hydrologic and hydraulic analysis. Land use characteristics and existing stormwater pollution control facilities will be determined by the County for each sub-basin, from information obtained in Task A. Task B also provides for the identification of major planning area boundary inflow points to be considered in subsequent hydrologic and hydraulic modeling.

Phase II: Tasks A, data collection and B. sub-basin delineation, above constitute Phase 1 of the project. Tasks C, D, E, F, and G constitute Phase 2, Stormwater Modeling Component as identified below:

- C. Model Set Up
- D. Establish Boundary Conditions
- E. Model Calibration and Verification
- F. Hydrologic and Hydraulic Modeling for Existing and Future Conditions Without Control Measures
- G. Pollutant Loading Estimates for Existing and Future Conditions without Control Measures

Task C. Model Set Up

Once the sub-basin delineation (Task B. Phase 1) is established, the C-100 and C-2 Basins models will be constructed using XP-SWMM Hydrologic and Hydraulics simulation model. The RUNOFF block of XP-SWMM will be used to compute surface runoff and groundwater flow hydrographs for each sub-basin as required. The

HYDRAULICS block of XP-SWMM will be used to route the canal system inflows, including boundary hydrographs and sub-basin hydrographs through the canal network including cross road culverts and bridges. Hydraulic control will be established by the existing SFWMD control structures. Evaluating the water quality aspects require the use of the RUNOFF Block, SANITARY, and HYDRAULICS blocks, or RUNOFF and HYDRAULICS blocks of XP-SWMM. The RUNOFF Block will be used to calculate pollutant loading of each sub-basin and then the SANITARY Block will allow attenuation of the pollutant loading; then, the HYDRAULICS Block will route pollutants in the carriage water downstream through the conveyance system to the salinity control structure. The quality simulation can be accomplished also through the use of the RUNOFF Block for generation of the pollutant loadings, and attenuation and conveyance through the HYDRAULICS Block.

Task D. Establish Boundary Conditions

Boundary conditions will be established for both event and continuous simulation. A rating curve of headwater elevation versus flow will be set as a condition for the structures located immediately after the Canal in a given Basin regulating discharges to tide such as structures S-123 in Basin C-100 and S-22 in Basin C-2. Boundary downstream conditions can be obtained through the use of another feature in XP-SWMM that reflects the gates behavior. The headwater water elevation and the opening of the gates will be determined after an analysis of the operation of these structures, and a boundary condition will be established. The interconnections between the C-100 and C-2 canals and the existing and future pump stations located in Canal C-2 will be taken into account. All the available data from the District structures obtained in Phase 1 will be used in the simulation. In addition, Phase 1 gathered pollutant concentrations will be used in establishing boundary conditions if needed.

Task E. Model Calibration and Verification

Model calibration and verification will be performed for storm events and continuous simulation. Different procedures will be used to calibrate Task F. Hydrologic and Hydraulic Modeling for Existing and Future Conditions and Task G. Pollutant Loading Estimates for Existing and Future Conditions. Frequency analysis of the available flow and stage data from SFWMD stations will be performed to obtain peak flow and/or stages for the 5-, 10-, 25-, 50-, and 100-year storm events. In addition, a statistical analysis of the rain data will be performed in order to identify the typical average, dry, and wet year, which will be used in the continuous simulation modeling. In the case of event simulation, a maximum of three storms with recorded rain and flow data will be used to calibrate the model by matching the results obtained from the RUNOFF and HYDRAULICS blocks of the XP-SWMM model with the recorded data. The continuous simulation will be calibrated by matching the recorded daily flow with the simulated daily flow from the model. Model verification will be accomplished by matching peak flows obtained from the results of the model with the peak flows from the recorded rain and flow data.

Using the RUNOFF, SANITARY, and HYDRAULICS blocks; or RUNOFF and HYDRAULICS blocks of the XP-SWMM model, pollutographs for each of the pollutants will be obtained for all of the event and continuous simulations previously done for water quantity only. Ambient surface water quality samples data will be used in conjunction with these pollutographs to compare the results of the model with field data. Tabular representation of model output versus ambient surface water quality will be provided as a means of comparison to understand loadings into canals' waters. The water quality model will not be manipulated to try to match concentrations in the canals.

Pollutographs will be generated by the results of the water quality modeling and will illustrate the pollutant load distribution and totals in the stormwater discharged to Biscayne Bay for the typical average, dry, and wet years as well as for the 5-, 10-, 25-, 50-, and 100- year storm events.

All calibration parameters that produce the best goodness of fit may be estimated using PEST, which is non-linear parameter estimation software.

Task F. Hydrologic and Hydraulic Modeling for Existing and Future Conditions Without Control Measures

After performing model calibration and verification as stated above in Tasks E, production runs for the typical average, dry, and wet years will be generated in order to establish the timing and distribution of the stormwater discharge into Biscayne Bay. Additionally, the 5-, 10-, 25-, 50-, and 100-year storm events will be simulated to evaluate the capacity of the canals. This procedure will be performed for both existing and future conditions.

Task G. Pollutant Loading Estimates for Existing and Future Conditions without Control Measures

All land uses existing in this project area will be grouped using the same procedures as set in the Stormwater Management Master Plan (SMMP) for the Miami-Dade County C-9 East, C-9 West, C-8 and C-7 Basins. Refer to Part II, Volume 1, "Annual Pollutant Loading Estimates" for the C-9 East Basin. The spreadsheet based computational techniques previously developed under the SMMP Part II, Volume 1, and "Annual Loading Estimates for Existing Conditions" and used to estimate the pollutant loading for the C-9 East, C-9 West, C-8, and C-7 Basins will be utilized to calculate pollutant removal fractions for each Best Management Practice. XP-SWMM uses an equation to calculate pollutant removal fraction for each Best Management Practice existing in each sub-basin. Instead of using this equation, the spreadsheet will calculate the removal fraction for each Best Management Practice, and the results obtained will be incorporated into the set up of the model. This will be used in the XP-SWMM blocks to fully analyze the routing of pollutants based on storm event and continuous simulations. A statistical analysis will be performed for the continuous simulation in order to determine the typical average, dry, and wet year from all available data. In the case of event simulation, the 5-,

15

10-, 25-, 50-, and 100-year storm events will be simulated. These procedures will apply to both existing and future conditions.

Pollutants to be considered in this analysis include, and are limited to, the following:

- a. 5-day Biochemical Oxygen Demand (BOD₅)
- b. Chemical Oxygen Demand (COD)
- c. Total Suspended Solids (TSS)
- d. Total Dissolved Solids (TDS)
- e. Total Kjeldahl Nitrogen (TKN) (also known as total ammonia + organic nitrogen)
- f. Nitrate/Nitrite (NO_x-N)
- g. Total Nitrogen (TN) (Sum of TKN and NO_x-N)
- h. Ammonia as Nitrogen (NH₃-N)
- i. Total Phosphorus (TP)
- j. Dissolved phosphorus (DP) (also known as Orthophosphate OPO₄)
- k. Total Cadmium (Cd)
- l. Total Copper (Cu)
- m. Total Lead (Pb)
- n. Total Zinc (Zn)

EXHIBIT "D1"
PAYMENT AND DELIVERABLES SCHEDULE

Total payment by the District shall not exceed the amount of \$500,000.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the County within the not-to-exceed amounts specified below in accordance with Article 3.2 of the Agreement. Payment by the District is further subject to receipt of quarterly progress reports and financial statements from the County with documentation to demonstrate completion of each project in accordance with Exhibit "C1" Statement of Work requirements. The County is responsible for reviewing and approving deliverables from the consultant to ensure that project objectives are met. The County is also responsible for project management, budget management and quality control with the consultant.

Phase	Deliverable	Due Date*	DISTRICT** Not-to Exceed Payment
Phase I: Stormwater Planning Component	Quarterly progress reports (Payment based on completion of Tasks A and B)	12 months Deliverables and pay requests for this task are to be submitted on a quarterly basis	N/A
Phase II: Hydrologic and Hydraulic Model, Pollutant Loading Estimates	Quarterly progress reports (Payment based on completion of Tasks C through G)	18 months Deliverables and pay requests for this task are to be submitted on a quarterly basis	\$500,000.00
	Not-to Exceed Total Payment		\$500,000.00**

* All dates are referenced from the date of contract execution.

** The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the County are less than the not-to-exceed for a particular task, the County shall have the right to apply the unexpended balance towards a subsequent task. The County shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$500,000.00 as specified above. The County is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Original Contract C-13173

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 6(D)(1)(F)
9-24-02

RESOLUTION NO. R-1016-02

RESOLUTION RATIFYING THE COUNTY
MANAGER'S ACTION EXECUTING AN
AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT PROVIDING MIAMI-
DADE COUNTY WITH \$500,000 IN FUNDING FOR
THE CENTRAL MIAMI-DADE WATERSHED
PLANNING PROJECT, STORMWATER PLANNING
COMPONENT, PHASE 1; AND AUTHORIZING THE
COUNTY MANAGER TO EXERCISE THE
EXTENSION AND CANCELLATION PROVISIONS
CONTAINED THEREIN

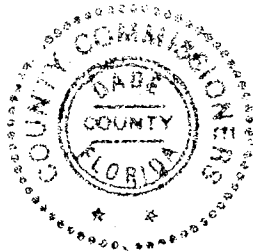
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, approves and ratifies the County Manager's action executing Agreement No. C-13173 with the South Florida Water Management District providing Miami-Dade County with \$500,000 for the County's Central Miami-Dade Watershed Planning Project, Stormwater Planning Component, Phase 1, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise the extension and cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Jimmy L. Morales**, who moved its adoption. The motion was seconded by Commissioner **Gwen Margolis** and upon being put to a vote, the vote was as follows:

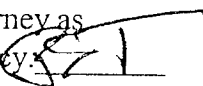
Bruno A. Barreiro	absent	Jose "Pepe" Cancio, Sr.	aye
Dr. Barbara Carey-Shuler	absent	Betty T. Ferguson	aye
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	absent
Dorin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
		Sen. Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of September, 2002. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency: 

Peter S. Tell

By: **KAY SULLIVAN**
Deputy Clerk



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

August 16, 2002

Mr. Antonio Cotarelo
Miami Dade County – DERM
33 SW 2nd Avenue
Miami, FL 33130

RECEIVED

AUG 22 2002

Water Management Division
DERM

Subject: Contract No. C-13173
Central Miami-Dade Watershed Planning Project

Dear Mr. Cotarelo:

Enclosed please find one (1) fully executed copy of the above referenced contract. If you have any questions, please contact me at (561) 682-2720.

Thank you for your efforts on behalf of the District.

Sincerely,

Johanna Labrada
Contract Specialist
Procurement Department

/JB
Enclosure

c: Original File
Equity in Contracting, 6614
R. Pellegrino, 3730

As of March 03, 2003 Ms. Johanna Labrada told me that this Grant was transferred to Contracts Specialist Mr. Rupert Giroux.
Ms. Labrada also told me that this Grant is schedule for the District's April Board meeting.

GOVERNING BOARD

Trudi K. Williams, *Chair*
Lennart E. Lindahl, *Vice-Chair*
Pamela Brooks-Thomas

Michael Collins
Hugh M. English
Gerardo B. Fernández

Patrick J. Gleason, Ph.D., P.G.
Nicolás J. Gutiérrez, Jr., Esq.
Harkley R. Thornton

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH: Name: MIAMI-DADE COUNTY Address: 33 SW 2ND AVE. MIAMI, FL 33130 Project Manager: Antonio Cotarelo Telephone No: (305) 372-6886 Fax No: (305) 372- 6459 Hereinafter referred to as: COUNTY	This number must appear on all Invoices and Correspondence C-13173 M/WBE Goal: 0% COST SHARING INFORMATION Total Project Cost: \$ \$1,907,588.00 COUNTY Contribution: \$ \$1,407,588.00														
PROJECT TITLE: CENTRAL MIAMI-DADE WATERSHED PLANNING PROJECT: STORMWATER PLANNING COMPONENT PHASE 1															
The following Exhibits are attached hereto and made a part of this AGREEMENT: <table border="0"><tr><td>Exhibit "A" - Special Provisions</td><td>Exhibit "H" - Not Applicable</td></tr><tr><td>Exhibit "B" - General Terms and Conditions</td><td>Exhibit "I" - Not Applicable</td></tr><tr><td>Exhibit "C" - Statement of Work</td><td>Exhibit "J" - Not Applicable</td></tr><tr><td>Exhibit "D" - Payment and Deliverable Schedule</td><td>Exhibit "K" - Not Applicable</td></tr><tr><td>Exhibit "E" - Not Applicable</td><td>Exhibit "L" - Not Applicable</td></tr><tr><td>Exhibit "F" - Not Applicable</td><td>Exhibit "M" - Not Applicable</td></tr><tr><td>Exhibit "G" - Not Applicable</td><td></td></tr></table>		Exhibit "A" - Special Provisions	Exhibit "H" - Not Applicable	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Payment and Deliverable Schedule	Exhibit "K" - Not Applicable	Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable	Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable														
Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable														
Exhibit "G" - Not Applicable															
TOTAL DISTRICT CONSIDERATION: \$500,000.00 Multi-Year Funding (If Applicable) Fiscal Year: Fiscal Year: Fiscal Year: *Subject to District Governing Board Annual Budget Approval AGREEMENT TYPE: Not-to-Exceed															
AGREEMENT TERM: Fourteen (14) Months District Project Manager: RAUL PELLEGRINO Telephone No: (561) 682-6583 Fax No. (561) 682-6374	EFFECTIVE DATE: Last Date of Execution by the Parties District Contract Administrator: Johanna Labrada (561) 682-2720 Fax No.: (561) 682-6397 or (561) 681-6275														
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 <u>Attention:</u> Procurement Division	SUBMIT NOTICES TO THE COUNTY AT: MIAMI-DADE COUNTY DEPT. OF ENVIRONMENTAL RESOURCE 33 SW 2ND AVE. MIAMI, FL 33130 <u>Attention:</u> Antonio Cotarelo														
IN WITNESS WHEREOF , the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued. MIAMI-DADE COUNTY Accepted By: <u>[Signature]</u> <small>Signature of Authorized Representative</small> <u>STEVE SHUEK, Co. Mgr.</u> Title: _____ Date: <u>7/8/02</u> SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD Accepted By: <u>[Signature]</u> <small>Signature of Frank Hayden</small> <u>Frank Hayden, Procurement Director</u> Date: <u>8/15/02</u> SFWMD OFFICE OF COUNSEL APPROVED By: <u>[Signature]</u> Date: <u>7/03/02</u> SFWMD PROCUREMENT APPROVED By: <u>[Signature]</u> Date: <u>7/13/02</u>															



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

EXHIBIT "A" SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

1. Article 1.1 is hereby deleted and replaced as follows:

"The **COUNTY** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in accordance with generally accepted industry standards and in accordance with the "Statement of Work," attached hereto as Exhibit "C" and made a part of this **AGREEMENT**."

2. A new Article 1.4 is hereby added as follows:

"The **COUNTY** shall submit quarterly progress reports to the **DISTRICT** throughout the term of this **AGREEMENT**. Any requests for changes to the Exhibit "C" Statement of Work shall be submitted by the **COUNTY** in writing to the **DISTRICT** for approval, and the **DISTRICT** shall submit its comments/approval in writing to the **COUNTY** within ten (10) days after receipt of the request for change. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required."

3. Article 2.4 is hereby deleted and replaced as follows:

"The **COUNTY** shall submit quarterly financial statements to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date. The **DISTRICT** shall only be obligated to pay for a maximum not-to-exceed **AGREEMENT** funding limitation of \$500,000.00. In no event shall the **DISTRICT** be liable for any expenditures hereunder in excess of \$500,000.00."

4. A new Article 2.5 is hereby added as follows:

"The **COUNTY** is hereby authorized to contract with third parties (subcontract) for engineering services awarded through a competitive process consistent with Chapter 287, Florida Statutes. The **COUNTY** shall not subcontract, assign, or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT**'s Project Manager. The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s)."

5. The first sentence in paragraph 2 of Article 4.1 is hereby replaced with the following:

"All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested or via facsimile, with transmission confirmation."

6. Article 5.1 is hereby modified to add the following sentence:

"Neither party shall be responsible for prejudgment interest."

7. Article 6.1 is hereby modified to delete the last sentence.

Exhibit "A" Special Provisions



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

8. Article 7.1 is hereby modified to add the following paragraph:

"The **COUNTY** shall maintain books, records and documents directly pertinent to performance under this **AGREEMENT** as described above. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes."

9. Article 7.2 is hereby deleted in its entirety and replaced as follows:

"Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.

10. Articles 2.2, 6.3, 6.5, 7.3, 7.4, 7.5, and 8.7.1 are hereby deleted in their entirety.

SFWMD Office of Counsel Approved

By: _____

Date: 7/03/02

SFWMD PROCUREMENT APPROVED

By: [Signature]

Date: 7/13/02



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **COUNTY** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this **AGREEMENT**.

1.2 As part of the services to be provided by the **COUNTY** under this **AGREEMENT**, the **COUNTY** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **COUNTY** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **AGREEMENT**. This paragraph shall survive the expiration or termination of this **AGREEMENT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **AGREEMENT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **AGREEMENT** shall not exceed the amount as indicated on Page 1 of this **AGREEMENT**. Such amount includes all expenses which the **COUNTY** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **AGREEMENT** shall be paid in accordance with, and subject to the multi-year funding allocations for each **DISTRICT** fiscal year indicated on Page 1 of this **AGREEMENT**. Funding for each applicable fiscal year of this **AGREEMENT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in

this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

2.3 The **COUNTY** assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the **DISTRICT** does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The **COUNTY** by executing this **AGREEMENT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **COUNTY** agrees that the **DISTRICT** may adjust the consideration for this **AGREEMENT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **AGREEMENT**.

ARTICLE 3 - INVOICING AND PAYMENT

3.1 The **COUNTY**'s invoices shall reference the **DISTRICT**'s Contract Number and shall be sent to the **DISTRICT**'s address specified on Page 1 of this **AGREEMENT**. The **COUNTY** shall not submit invoices to any other address at the **DISTRICT**.

3.2 The **COUNTY** shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this **AGREEMENT**. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

3.3 The **DISTRICT** shall pay the full amount of the invoice within thirty (30) days following **DISTRICT** acceptance of services and/or deliverable(s) required by this **AGREEMENT**. However, failure by the **COUNTY** to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **COUNTY** prior to the commencement date of this **AGREEMENT**.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the **AGREEMENT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**. The **COUNTY** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Administrator specified on Page 1 of the **AGREEMENT**.

All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the **AGREEMENT**. The **COUNTY** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT's** Contract Number specified on Page 1 of the **AGREEMENT**.

ARTICLE 5 - INSURANCE

5.1 The **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **COUNTY** and the officers, employees, servants, and agents thereof. The **COUNTY** warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the **COUNTY's** officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT**. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY's** subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this **AGREEMENT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

at the expiration of the ten (10) day time period. Should the **DISTRICT** elect to terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover reprocurement costs, in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **COUNTY**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **COUNTY** of a Notice of Termination specifying the extent to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **COUNTY** for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **AGREEMENT**. The **DISTRICT** may withhold all payments to the **COUNTY** for such work until such time as the **DISTRICT** determines the exact amount due to the **COUNTY**.

6.3 If either party initiates legal action, including appeals, to enforce this **AGREEMENT**, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT**'s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT**'s Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **COUNTY** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **COUNTY** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **COUNTY** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** shall initiate an amendment to this **AGREEMENT** to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.6 The **DISTRICT** anticipates a total project cost as indicated on Page 1, with the balance of matching funds and/or in-kind services to be obtained from the **COUNTY** in the amount as specified on Page 1 of this **AGREEMENT**. In the event such **COUNTY** matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the **DISTRICT** to terminate the **AGREEMENT** pursuant to Paragraph 6.2 above.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this AGREEMENT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five years from the date of final payment under this AGREEMENT and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute, and all such records shall be made readily available to the DISTRICT.

7.2 The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the COUNTY, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the DISTRICT entering into this AGREEMENT, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the COUNTY, the COUNTY hereby assigns, transfers, sells and otherwise grants to the DISTRICT any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the COUNTY agrees to execute and deliver to the DISTRICT any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the DISTRICT. The COUNTY may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This

paragraph shall survive the termination or expiration of this AGREEMENT.

7.3 The COUNTY represents and warrants that proprietary software, if any, to be provided to the DISTRICT by the COUNTY hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the COUNTY, or lawfully acquired under license from a third party, including the right to sublicense such software. The COUNTY shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The COUNTY shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The DISTRICT acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the COUNTY with DISTRICT funding under this CONTRACT shall be returned and title transferred from the COUNTY to the DISTRICT immediately upon termination or expiration of this AGREEMENT upon the written request of the DISTRICT not less than thirty (30) days prior to AGREEMENT expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the DISTRICT with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The COUNTY will maintain any such equipment in good working condition while in its possession and will return the equipment to the DISTRICT in good condition, less normal wear and tear. The COUNTY will use its best efforts to safeguard the equipment throughout the period of performance of this AGREEMENT. However the DISTRICT will not hold the COUNTY liable for loss or damage due to causes beyond the COUNTY's reasonable control. In the event of loss or damage, the COUNTY shall notify the DISTRICT in writing within five (5) working days of such occurrence.

7.5 The DISTRICT has acquired the right to use certain software under license from third parties. For purposes of this AGREEMENT, the DISTRICT may permit the COUNTY access to certain third

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

party owned software on **DISTRICT** computer systems. The **COUNTY** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.

8.2 The **COUNTY** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **AGREEMENT**. The **COUNTY** shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The **COUNTY**, by its execution of this **AGREEMENT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or, if the **COUNTY** or any affiliate of the **COUNTY** has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The **COUNTY** further understands and accepts that this **AGREEMENT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance

with the mandates of Section 287.133, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **COUNTY** for any work or materials furnished.

8.5 The **COUNTY** shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this **AGREEMENT**.

8.6 The **COUNTY** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **COUNTY**, to solicit or secure this **AGREEMENT**. Further the **COUNTY** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **COUNTY**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **AGREEMENT**. For breach of this provision, the **DISTRICT** may terminate this **AGREEMENT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license **AGREEMENT** which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **COUNTY** (Licensee) hereunder, the **DISTRICT** shall advise the **COUNTY** (Licensee) of such request and, as between the **DISTRICT** and the **COUNTY**



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

(Licensee), it shall be the COUNTY's (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The COUNTY shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this AGREEMENT. A delay in obtaining permits shall not give rise to a claim by the COUNTY for additional compensation. If the COUNTY is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this AGREEMENT, each party to bear its own costs, notwithstanding other provisions of this AGREEMENT to the contrary.

8.9 Pursuant to Section 216.347, F.S., the COUNTY is prohibited from the expenditure of any funds under this AGREEMENT to lobby the Legislature, the judicial branch, or another state agency.

8.10 The DISTRICT is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this AGREEMENT involves a project consistent with these goals and objectives. Consequently, the DISTRICT is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its COUNTY. Therefore, as the DISTRICT'S COUNTY for this project, the COUNTY assures the DISTRICT that the COUNTY, its employees, subcontractors and assigns will refrain from acting adverse to the DISTRICT'S legitimate interest in promoting the goals and objectives of this project. The COUNTY agrees to take all reasonable measures necessary to effectuate these assurances. In the event the COUNTY determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the DISTRICT. Upon such notification the DISTRICT, in its discretion, may terminate this AGREEMENT.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The COUNTY shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this AGREEMENT. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this AGREEMENT is solely for the benefit of the COUNTY and the DISTRICT. No person or entity other than the COUNTY or the DISTRICT shall have any rights or privileges under this AGREEMENT in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The COUNTY shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be void.

9.4 The COUNTY shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgement, lien, or any form of indebtedness.

9.5 The DISTRICT assumes no duty with regard to the supervision of the COUNTY and the COUNTY shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of AGREEMENT performance.

ARTICLE 10 - MBE PARTICIPATION

10.1 The COUNTY hereby acknowledges that no Minority Business Enterprises (MBE) participation goal has been established for this AGREEMENT; however, both parties agree to provide the other advance notice of competitive contracts that may result from this AGREEMENT along with timelines



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for public notice and award of such contracts. In the event subsequent competitive contract awards do result in M/WBE participation, such participation shall be reported to the other party. Both the **COUNTY** and the **DISTRICT** will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

ARTICLE 11 - YEAR 2000 COMPLIANCE

Article 11 is hereby deleted.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **AGREEMENT** specifies that performance by **COUNTY** is specifically required during the occurrence of any of the events herein mentioned.

12.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, the **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No

waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This **AGREEMENT** may be amended only with the written approval of the parties hereto.

12.6 This **AGREEMENT** states the entire understanding and **AGREEMENT** between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matter of this **AGREEMENT**. The **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 13 - SAFETY REQUIREMENTS

13.1 The **COUNTY** shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

13.2 The **COUNTY** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective



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measures. A Material Safety Data Sheet (MSDS) shall be provided by the **COUNTY** to the **DISTRICT** on each chemical product used.

13.3 The **COUNTY** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

13.4 It is the **COUNTY's** sole duty to provide safe and healthful working conditions to its employees and those of the **DISTRICT** on and about the site of **AGREEMENT** performance.

13.5 The **COUNTY** shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The **COUNTY** shall erect and maintain, as required by existing conditions and performance of the **AGREEMENT**, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The **COUNTY** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the **COUNTY**, or the **COUNTY's** subcontractors; and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The **COUNTY** shall provide first aid services and medical care to its employees.

13.9 The **COUNTY** shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the **AGREEMENT**.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the **COUNTY** shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the **COUNTY**, **COUNTY's** subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the **COUNTY** shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the **AGREEMENT**. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the **COUNTY's** sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the **DISTRICT** requirements.

13.12 The **DISTRICT** may order the **COUNTY** to halt operations under the **AGREEMENT**, at the **COUNTY's** expense, if a condition of immediate danger to the public and/or **DISTRICT** employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the **COUNTY** to the **DISTRICT**; and the **COUNTY** shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

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EXHIBIT "C"
STATEMENT OF WORK
CENTRAL MIAMI-DADE WATERSHED PLANNING PROJECT:
STORMWATER PLANNING COMPONENT PHASE I

1.0 INTRODUCTION

Miami-Dade County's Department of Environmental Resource Management (COUNTY) Stormwater System Improvement Plan is funded by the 2001/2002 legislature General Appropriation Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 1747A to support the development of Local (Flood) Mitigation Strategies (LMS) in Miami-Dade County. These funds are administered through the South Florida Water Management District (DISTRICT) and dispersed and managed at the local level.

Central Miami-Dade's C-100 and C-2 Basins are the drainage basins to be studied in the project. C-100 is listed as a priority area on page 17, and Figure 4 on page 18, of the November, 1995 Surface Water Improvement and Management Plan for Biscayne Bay (SWIM Plan). The SWIM Plan identified goals for Biscayne Bay including: "A. Maintain and improve water quality to protect and restore natural ecosystems and compatible human uses of Biscayne Bay; and B. Improve the quantity, distribution and timing of freshwater flows and circulation characteristics of Biscayne Bay as needed to protect and restore natural ecosystems." Also, Objective A.3 of the SWIM Plan calls for reducing contaminant loading from urban stormwater runoff, and Objective B.2 requires developing methodologies to enhance surface water flow to the Bay. Specifically, the C-100 watershed is considered a priority area with goals and objectives similar to those in this project, as described on pages 22 through 25 of the SWIM Plan.

This project, or Phase I, is an essential component in developing appropriate tools that will allow evaluation of the effects of varying land uses in South Dade and will help to establish the basis for comprehensive land use decisions.

Data collected include ground surface and ground water elevations, existing stormwater management infrastructure, soil characteristics, water quality data, and the ability of canals to convey stormwater and ground water table elevations. In Phase II future projects a computer model will be used to calculate flows and pollutant loads to downstream water bodies and analyze the timing and distribution of stormwater discharged through the watershed. This model will also be capable of comparing stormwater impacts associated with alternative future land use scenarios and identifying stormwater projects which will minimize the impacts.

2.0 OBJECTIVE

The objective of this project is to gather planning area information and infrastructure data and to create maps which will be used in developing a stormwater management plan for that portion of unincorporated Dade County, located within the C-100 and C-2 Basins,

while recognizing inputs, throughputs, and outputs of the incorporated areas affecting all boundary areas of the study. The C-100 and C-2 Basins are connected through the DISTRICT S-121 structure, which establishes a hydrologic link between the basins. In the future modeling effort (Phase II to be conducted under a separate contract) these basins are intended to be modeled together to provide a more reliable model.

3.0 SCOPE OF WORK

The COUNTY shall be responsible for the satisfactory completion of all work under this project, including general project administration functions, the completion of all tasks and timely review of work products as set forth herein.

The COUNTY shall complete two tasks of this Phase I, Stormwater Planning Component, as follows:

- Task 1: Information gathering and mapping;
- Task 2: Sub-basin delineation

The initial task provides for the gathering of planning area information and infrastructure data and mapping. Information will be provided for the C-100 and C-2 Basins. These two priority areas are described on pages 17 and 22-25 of the SWIM Plan. The final task for this project provides for the delineation of the planning area into a maximum of 120 sub-basins. All of the information generated in Phase I will be used in subsequent Phase II hydrologic and hydraulic modeling which is not funded under this project

4.0 WORK BREAKDOWN STRUCTURE

At the end of each task the COUNTY shall deliver 5 copies of the task deliverables to the DISTRICT. The DISTRICT shall distribute the copies to the Local Mitigation Strategies Group and FDEP (Review Group) for their review and comments. Review comments and/or questions, if any, will be returned to the COUNTY within 14 days. The COUNTY shall be responsible for properly addressing any and all comments/questions and concerns from the Review Group, at which time, the deliverable will be deemed complete. Quarterly status reports shall include information on work performed to date, problems encountered and resolutions. Each report shall also be accompanied by the information and data specified below as items 1 through 14.

Task 1: Information Gathering And Mapping Of The C-100 And C-2 Basins:

Information for the planning area and infrastructure data will be gathered and mapped. All information and data will be provided to the DISTRICT in an electronic format. The following information will be collected for the C-100 and C-2 Basins and split into 4 separate deliverables:

1. Stormwater management infrastructure information over Florida Power and Light (FPL) GIS layer maps, to include catch basin locations, pipe locations and known ground surface elevations.
2. Major conveyance system information (canal cross sections).
3. Culverts and bridges opening information, including cross-sectional geometry and elevations.
4. Land use data in AutoCad format.

Deliverable 1a: 1st Quarterly status report to include items 1-4 above.

5. Drainage data in AutoCad format.
6. Rainfall data.
7. Flow and stages data on all DISTRICT control structures along C-100 and C-2.
8. Existing receiving water quality information.

Deliverable 1b: 2ND Quarterly status report to include items 5-8 above.

9. Data on all DISTRICT control structures along C-100 and C-2, including operating rules and hydraulic capacity.
10. Location of State maintained roadways.
11. Location of emergency evacuation routes.

Deliverable 1c: 3RD Quarterly status report to include items 9-11 above.

12. Groundwater table elevations.
13. Map and list of publicly owned open lands.
14. Summary report of citizen complaints.

Deliverables 1d: Quarterly status report to include items 12-14 above.

Task 2: Sub-Basin Delineation of the Planning Area:

This task provides for the delineation of the planning area into a maximum of 120 sub-basins. The sub-basin delineation will be used as a basis for the pollutant loading estimates as well as in subsequent Phase II hydrologic and hydraulic analysis. Land use characteristics and existing stormwater pollution control facilities will be determined by the COUNTY for each sub-basin, from information obtained in Task 1. Task 2 also provides for the identification of major planning area boundary inflow points to be considered in subsequent Phase II hydrologic and hydraulic modeling.

Deliverables: A plan that shall include at a minimum: sub-basin delineation for up to 120 sub-basins land use characteristics, existing stormwater pollution control facilities, and identification of major planning area boundary inflow points.

EXHIBIT "D"
PAYMENT AND DELIVERABLE SCHEDULE

Total payment by the DISTRICT shall not exceed the amount of \$500,000. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the COUNTY within the not-to-exceed amounts specified below in accordance with Article 3.2 of the Agreement. Payment by the DISTRICT is further subject to receipt of quarterly progress reports and financial statements from the COUNTY with documentation to demonstrate completion of all deliverables for each project task in accordance with Exhibit "C" Statement of Work requirements. The COUNTY is responsible for reviewing and approving deliverables from its contractor(s) to ensure that project objectives are met. The COUNTY is also responsible for project management, budget management and quality control with its contractor(s).

Tasks	Deliverable	Due Date *	DISTRICT Total Not-to- Exceed Payment**
1	Quarterly Status Report No. 1	3 months	\$100,000.00
	Quarterly Status Report No. 2	6 months	\$100,000.00
	Quarterly Status Report No. 3	9 months	\$100,000.00
	Quarterly Status Report No. 4	14 months	\$200,000.00
2 Sub-Basin Delineation Plan			
Total District Not-to-Exceed Payment			\$500,000.00
County Cost Share Contribution			\$1,407,588.00
Project Total			\$1,907,588.00

* All dates are referenced from the date of contract execution.

** The DISTRICT shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the COUNTY are less than the not-to-exceed for a particular task, the COUNTY shall have the right to apply the unexpended balance towards a subsequent task. The COUNTY shall provide written notice of its decision to exercise this right. In no event shall the DISTRICT's total obligation exceed \$500,000.00 as specified above.